



STATE OF VERMONT
OFFICE OF THE STATE TREASURER

109 State Street, 4th Floor
MONTPELIER, VERMONT 05609-6200
802-828-2301
www.vermonttreasurer.gov

REQUEST FOR PROPOSAL

VERMONT PENSION INVESTMENT LEGAL COUNSEL

DATE:	May 8, 2006
QUESTIONS DUE BY:	May 19, 2006
DATE OF BID OPENING:	June 8, 2006
TIME OF BID OPENING:	2:00 P.M.
LOCATION OF BID OPENING:	109 State Street, Montpelier, VT, 4 th Floor

ALL NOTIFICATIONS, RELEASES AND AMENDMENTS WILL BE POSTED AT:
www.vermonttreasurer.gov

THE OFFICE OF THE STATE TREASURER WILL MAKE NO ATTEMPT TO CONTACT BIDDERS WITH UPDATED INFORMATION. IT WILL BE THE RESPONSIBILITY OF EACH BIDDER TO PERIODICALLY CHECK THIS SITE FOR THE LATEST DETAILS.

CONTACT:	Donna Holden
TELEPHONE:	(802) 828-3708
E-MAIL:	Donna.Holden@state.vt.us
FAX:	(802) 828-2772



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SEALED BID INSTRUCTIONS

All bids must be sealed and must be addressed to the Office of the State Treasurer, 109 State Street, 4th Floor, Montpelier, VT 05609-6200. **BID ENVELOPES MUST BE CLEARLY MARKED 'SEALED BID' AND SHOW THE PROPOSAL TITLE, OPENING DATE AND NAME OF BIDDER.**

All bidders are hereby notified that sealed bids must be in the Office of the State Treasurer by the time of the bid opening. Bidders are cautioned that it is their responsibility to originate the sending of bids in sufficient time to ensure receipt by the Office of the State Treasurer prior to the time of the bid opening. Hand-carried bids shall be delivered to a representative of the Office of the State Treasurer prior to the bid opening. Bids not in possession of the Office of the State Treasurer at the time of the bid opening will not be considered.

The Office of the State Treasurer may, for cause, change the date and/or time of the bid opening. Such modifications (or amendments) to the RFP will be posted to the Treasurer's Web site at www.vermonttreasurer.gov and will not be distributed through any other means. It is the bidder's responsibility to check the Web site for such changes.

All bids will be publicly opened. Any interested party may attend the bid opening. Bid results may be requested in writing and are available once an award has been made.



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DATE: May 8, 2006

REQUEST FOR PROPOSAL

THIS IS A SEALED BID RESPONSE

BIDS MUST BE RECEIVED BY June 8, 2006, at 2:00 P.M.

This form must be completed and submitted as part of the response for the bid to be considered valid. The undersigned has read, understood and accepted all provisions, terms and conditions of this proposal.

VERMONT TAX CERTIFICATE

To meet the requirements of Vermont Statute 32 V.S.A. § 3113, by law, no agency of the State may enter into, extend or renew any contract for the provision of goods, services or real estate space with any person unless such person first certifies, under the pains and penalties of perjury, that he or she is in good standing with the Department of Taxes. A person is in good standing if no taxes are due, if the liability for any tax that may be due is on appeal, or if the person is in compliance with a payment plan approved by the Commissioner of Taxes, 32 V.S.A. § 3113.

In signing this bid, the bidder certifies under the pains and penalties of perjury that the company/individual is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont as of the date this statement is made.

Quotation Valid for _____ Days Date: _____

Telephone Number: _____

Name of Company: _____

Fax Number: _____

Federal Identification Number: _____

E-mail address: _____

By: _____

Name: _____

Signature (Proposal Not Valid Unless Signed)

(Type or Print)

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1 OVERVIEW

The following subsections provide general information about the RFP.

1.1 Executive Summary

The Office of the Vermont State Treasurer, on behalf of the Vermont Pension Investment Committee (VPIC), is seeking proposals from qualified lawyers and/or law firms to provide legal services in the area of pension investments for its retirement systems. The VPIC governs the assets and investments for three qualified governmental retirement plans, the Vermont State Employees', Vermont State Teachers', and Vermont Municipal Employees' Retirement Systems.

Proposal specifications are set forth in Section 2, "Scope of Services."

Proposals in response to this RFP are due no later than 2:00 P.M. Eastern Time (ET) on June 8, 2006.

1.2 Minimum Bidder Qualifications

The bidder must meet the following minimum qualifications to be given further consideration. Failure to satisfy the minimum qualifications will result in the immediate rejection of the proposal.

- At a minimum, the bidder must have served with a minimum of five years experience as designated legal counsel on pension investment related matters for at least three pension plans, one of which must have assets in excess of \$1 billion.
- Must have a demonstrated history of providing the requested services, by the attorney making this proposal or if a firm, attorneys employed by the firm.

1.3 Single Point of Contact

The sole point of contact for questions and all other contractual matters relating to this RFP is:

Name: Ms. Donna Holden
Title: Contracts Administrator
Vermont State Treasurer's Office
109 State Street, 4th Floor
Montpelier, Vermont 05609-6200
Telephone: 802-828-3708
FAX: 802-828-2772
E-Mail: Donna.Holden@state.vt.us

All e-mail communication with Ms. Holden must include the words "Investment Legal Counsel RFP" in the subject line.

Bidder's proposals, due by 2:00 PM for bid opening on June 8, 2006, are to be delivered to the Office of the Vermont State Treasurer, marked to the attention of Ms. Donna Holden (see above).

Attempts by bidders to contact any other party may result in the rejection of their proposal.

1.4 Bidder Questions

Questions must be submitted in writing until the date and time specified in Section 1.5, *RFP Timetable*.

E-mail is the preferred method of communicating questions. All e-mail communications with Ms. Holden must include the words “**Investment Legal Counsel RFP**” in the subject line. All questions submitted must include the name of the firm and the person submitting the questions.

Response to questions will be posted by the Treasurer’s Office on the Treasurer’s Website.

1.5 RFP Timetable

RELEASE DATE OF THE RFP:	May 8, 2006
QUESTIONS DUE BY:	May 19, 2006
ANSWERS TO QUESTIONS POSTED AT:	www.vermonttreasurer.gov
ANSWERS TO QUESTIONS POSTED ON:	May 24, 2006
ALL PROPOSALS MUST BE SUBMITTED NO LATER THAN 2:00 P.M. Eastern Time ON:	June 8, 2006

1.6 Attachments to RFP

The Office of the State Treasurer has provided the following information as attachments to the RFP:

- **Attachment A** – Standard Contract Provisions

2 SCOPE OF SERVICES

The purpose of this Request for Proposals (“RFP”) is to allow the State of Vermont (State) to select an attorney or law firm to provide services as legal advisor (“Investment Counsel” or “Counsel”). The selected Counsel firm will report either to the Treasurer’s Office or VPIC, depending on the model selected. Two possible functional and organizational models are being considered, as described below. The bidder will be asked to address these models in the proposal.

The descriptions are not intended to be comprehensive but are intended to provide general guidance as to the scope of services that Counsel will be expected to provide. Bidders are advised that the scope of services will be considered to include, in addition to the services described below, all of those services understood by knowledgeable counsel to be reasonably necessary to satisfy the duties of such counsel.

The selected firm, and attorneys assigned to this engagement, must demonstrate extensive experience and superior capability for providing investment counsel services to a large public pension system.

2.1 General Information

The VPIC is comprised of 17 members as follows:

- Trustees of the Board of the State Teachers’ Retirement System of Vermont;
- Trustees of the Board of the Vermont State Employees’ Retirement System and
- Trustees of the Board of the Vermont Municipal Employees’ Retirement System.

The primary objective of the VPIC is maximization of investment returns within acceptable levels of risk through a broadly diversified investment portfolio. Some specific VPIC responsibilities include:

- Allocation of assets, subject to approval by the relevant retirement board
- Selection and oversight of pension consultant, custodian bank, and investment managers
- Establishment of appropriate investment policies and guidelines

The three existing retirement boards oversee the operations of each system in such areas as actuarial valuation, medical disability, benefit revisions, contribution levels, and general administration, as specified in Vermont Statutes.

Subsequent to actuarial valuation and liability studies being completed and approved by system boards, the VPIC has the responsibility for investment asset allocation for each system and investment of funds.

Counsel will assist the State, in the on-going process of investment policies, contracts and related documents policy. In all cases, the attorney, or the firm and its attorneys, will offer its advice solely in the interest of the plan participants and beneficiaries of the Systems.

The firm and its attorneys will be required to work with and provide assistance to staff at the Office of the State Treasurer. Treasurer’s staff will include: State Treasurer, Deputy State Treasurer, Director of Law and Policy, Director of Finance and Investments, and the Financial Management Specialist.

2.2 Service Model(s):

Currently, the Vermont Attorney General represents the Retirement Boards and VPIC in all legal matters. Counsel retained under this contract may be used to advise the Treasurer's Office, or take the place of the Attorney General's Office with regard to investment contracting, depending on the model selected by the State. Accordingly, the firm retained under this contract may be asked to assume one of the following service models:

1. Counsel would contract with the State to assist with complex financial transactions, primarily in the area of consulting with the Treasurer's Office during the course of its preparation and negotiation of investments contract for the VPIC. Counsel would be expected to provide advice as to the legal impacts of proposed contracts and the legal risks associative with those contracts.
2. Counsel would assume the primary role of legal counsel to the VPIC and the Treasurer's Office on investment contracts in lieu of the Attorney General's Office. Counsel would negotiate, draft and advise the VPIC on the contract, providing an opinion as to whether the contract should be executed by the VPIC. Counsel would also provide the review as to form required by Vermont contracting procedures.

2.3 Investment Environment and Direction

The VPIC could enter into up to 10 or more investment manager contracts over a one to two year period involving some or all of the following investment types: active equity, enhanced indexing including use of derivatives, real estate, venture capital and other forms of private equity, and hedge funds. Other investment types including fixed income are also possible.

These contracts shall be based on State standard contract provisions and may include other documentation, and subscription materials such as those associated with commingled investment vehicles. Furnishing information derived from contracts entered into by other public entities (primarily states) that provide guidance as to contract provision alternatives and trends would be expected.

2.4 Services Requested

Attend four (4) selected VPIC meetings and provide such advice and assistance as may be needed. Services shall include:

- Review contracts and related documents with the Treasurer's staff, review, negotiate and draft contracts for investment services authorized by the VPIC.
- Provide advice to the State on the legal framework of, and the negotiation of terms in connection with investments in, various types of collective investment vehicles, such as private equity funds, venture capital funds, private real estate investment trusts, and hedge funds, whether organized in the United States or offshore;
- Provide education and legal assistance relative to various changes in the legal/regulatory climate relative to pension fund investments, and public funds included, including but not limited to, indemnification issues, and freedom of information act disclosures as they relate to real estate and alternative investments.
- Complete legal due diligence with respect to investment advisory firms and other institutions managing investments on behalf of VPIC in separately managed accounts or in co-mingled

vehicles, and alternative investment vehicles. Such diligence would include investigation of compliance issues, fiduciary and other regulatory responsibilities resulting from various areas of law, including securities laws, banking laws, commodities laws, tax laws, ERISA and others;

- Prepare or review other documents, instruments and agreements relating to the Fund's investment activities, as requested.
- Review and give advice concerning potential claims relating to the Fund's investment activities.
- In addition to services described herein, the successful bidder will be expected to advise the State on the impact to its investment contracts in the areas of securities laws, ERISA, tax laws, banking laws, commodities laws, and other matters governed by the laws of the State.

Other issues:

Work product:

Except as otherwise directed, the law firm shall provide the State with copies of all memoranda, briefs, opinions, legal research and any other documents produced in connection with a matter for which the law firm has been retained. In the event any work product is not provided to the State by the law firm and is later requested by them, the law firm shall provide the State with said work product at no cost regardless of whether said work product must be duplicated or reproduced by the law firm.

Attorneys:

Choice of outside counsel depends largely on the qualifications of individual lawyers, not the law firms. Because the State expects its outside counsel to deliver legal services in a cost-effective manner, we understand that firms retained by this contract may often propose to involve other lawyers in their firm in the performance of these services. Such proposals must be made to the Director of Law and Policy at the State Treasurer's Office. The State will only authorize payment for the services provided by lawyers whom it has specifically approved.

2.5 Requirements Related to Conflicts of Interest and Independence

Bidders' shall identify all existing or potential conflicts of interest that would prevent the bidder from fully performing the tasks described in this RFP. Such disclosure will be a continuing requirement subsequent to award of a Contract and for the life of the Contract.

In all matters relating to work required by the State the bidder shall remain free from personal and external impediments to independence, and verify their organization is independent and will maintain an independent attitude and appearance with respect to the services required.

2.6 Insurance Coverage

The Contractor shall maintain an errors and omissions insurance policy, which provides a prudent amount of coverage for the willful negligent acts or omissions of any shareholder, employee or agents thereof. The Contractor shall also maintain policies pursuant to the State's Standard Contract provisions as defined in Attachment A.

3 PROCUREMENT AND CONTRACTUAL ADMINISTRATION

The following subsections discuss the administrative and contractual requirements that pertain to this procurement.

3.1 Bidding and Contractual Requirements

The State of Vermont reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal. Bidders may be asked to give a verbal presentation. Failure of bidder to respond to a request for additional information or clarification could result in rejection of that bidder's proposal. The State reserves the right to accept or reject any and all bids, in whole or in part, with or without cause. The State reserves the right to make an award without further discussion of the proposal submitted. The State does not guarantee that an award will be made as a result of this RFP.

3.1.1 Incurred Expenses

The cost of developing and submitting the proposal is entirely the responsibility of the bidder. This includes costs to determine the nature of this engagement, preparation of the proposal, submitting the proposal, negotiating for the contract, and other costs associated with this RFP.

3.1.2 Public Records and Bidder Proprietary Information

All responses will become the property of the State of Vermont and will be a matter of public record. **Any page with proprietary information must be marked by bidders as such, pursuant to 1 V.S.A. Chapter 5, §317(c)(9).** Further, **bidders must provide within their responses a justification for each marked page.** Any determination to defend information designated as proprietary will be at the sole discretion of the Attorney General's Office and no representation is made hereby that the information can, or will, be protected.

3.1.3 Pricing

The bidder must be aware the State wants the most effective combination of price, performance, and quality possible within the constraints of their budget. Pricing must include all expenses. There may be no best and final offer procedure. Therefore, the proposal shall be submitted on the most favorable terms that the bidder can provide.

3.1.4 Subcontracting

The State of Vermont will only enter into contracts with the primary contractor, and the State must approve any subcontractor contract in writing (See ATTACHMENT A, sub-Attachment C #13). The selected bidder must assume responsibility for subcontractor performance and payment. Subcontractors must abide by all conditions set forth in the contract with the primary contractor. The successful bidder will be expected to execute sub agreements for each subcontractor named in the proposal upon award of this contract. The bidder must provide a brief description in the cost proposal in regard to the basis for selecting each subcontractor (low bid, competitive negotiation, technical capabilities, etc.). The bidder must provide subcontractor cost estimates in the bidder's cost proposal.

3.1.5 Doing Business in Vermont

The bidder awarded this contract shall, upon notification of award, and if required by law, apply for registration with the Vermont Secretary of State's Office to do business in the State of Vermont, if not already so registered. The registration form may be obtained from the Vermont Secretary of State, Redstone Building, 26 Terrace Street, Drawer 09, Montpelier, VT 05609-1101. The telephone number is (802) 828-2386. The Treasurer's Office will not execute the contract until the bidder is registered with the Secretary of State's Office, if required to do so by law.

Bidders are responsible for complying with all statutory provisions applicable to doing business in the State of Vermont (see above) and Attachment A of the contract attached to this RFP, required to be executed once the specific details of the transaction have been inserted. Any objections, or requested changes to the standard form language must be provided with the bid, or they shall be waived by the bidder. Any additional contract language sought by the bidder must be provided with the bid, or such language requests shall be waived by the bidder.

3.1.6 Minority Business Enterprises

The State of Vermont recognizes the important contribution and vital impact that small businesses have on the state's economy. In this regard, the state subscribes to a free and open bidding process that affords all businesses equal access and opportunity to compete for state contracts for goods and services. The state also recognizes the existence of businesses owned by minorities and women and has directed all state agencies and departments to make a good faith effort to encourage these firms to compete for state contracts.

3.1.7 Duration of Proposal Offer

Proposals submitted in response to this RFP are irrevocable for 120 days following the closing date of proposals. This period may be extended at the request of the State, and with the bidders' written approval.

3.1.8 Revisions to the Solicitation

The State reserves the right to modify requirements should a bidder inquiry identify a change that is in the best interest of State. Such modifications (or amendments) to the RFP will be posted to the Treasurer's Web site at www.vermonttreasurer.gov and will not be distributed through any other means. It is the bidder's responsibility to check the Web site for such changes.

3.1.9 General Conditions

The general conditions and specifications of the RFP, the successful bidder's response/proposal, all questions and answers, and all RFP amendments (if any) will become part of the contract by reference. The bidder is expected to respond with due diligence by providing the requested information in the designated manner. Bidders failing to respond to this RFP as prescribed will place themselves at a comparative disadvantage or will be subject to disqualification at the discretion of the Office of the State Treasurer.

3.1.10 Contract Duration

The successful bidder to this RFP can expect a contract with the State (see sample contract Attachment A), for a term of two years with two potential one-year extensions.

The successful bidder will be required to execute the State's standard contract after the specific details of the transaction have been inserted. Any bidder seeking changes to the State standard form contract, or to add additional language to the contract must state whether the request is a requirement of their bid, or simply a request for the State's consideration. Any objections, or requested changes to the standard form language must be provided with the bid, or they shall be waived by the bidder. In the event the State determines that an otherwise apparent winning bidder's requirements are unacceptable, it may handle the bid in the manner it deems most appropriate, including but not limited to rejecting the bid as not complying with this RFP. Bidders should be aware that the State of Vermont rarely accepts amendments to its standard form contract.

4 PROPOSAL PREPARATION

This section sets forth the format that must be followed by bidders in developing their proposals in response to this RFP. The instructions provided and format requested for bidder proposals are designed to ensure a clear and complete understanding and comprehensive evaluation of each proposal. There is no intent to limit the content of the proposals or to inhibit a presentation in other in than the bidder's favor.

Each proposal should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate and reliable presentation. The proposals must be enclosed in an envelope and must be clearly marked as a financial advisory proposal.

Faxed proposals will not be accepted.

4.1 Proposal Acceptance

The bidder is encouraged to include additional information or data as may be appropriate or to offer alternate solutions. However, the bidder should not exclude from its proposal any portion requested in this document. Proposals that vary materially from this prescribed format may be judged non-compliant and withdrawn from consideration. The bidder should also list any potential conflicts of interest including an explanation.

The bidder must understand that the State will view the degree of compliance with this section as an indication of the degree of cooperation to be expected from the bidder in working with the State after contract award.

4.1.1 Proposal Packaging and Required Copies

Cost Proposals (Part V below) must be packaged separately from Technical Proposals (Parts I, II, III and IV below) and sealed in a separate envelope, so labeled.

Bidders must mark any pages that contain proprietary information as such. Further, they must provide within their responses a justification for each marked page. Any determination to defend information designated as proprietary will be at the sole discretion of the Attorney General's Office and no representation is made hereby that the information can, or will, be protected.

Bidders must submit ten (10) bound copies of their proposals. In addition, the bidder must provide one (1) unbound master copy of the technical proposal and one (1) unbound master copy of the cost proposal, each packaged separately. We point out that the requirement for separate Cost Proposals actually doubles the above numbers.

The information in the table provided below must appear on the title page of each copy of each proposal, and on the outside of the packages in which they are shipped (if proposals are shipped by overnight courier, the title sheet may be affixed to the package inside the courier's packaging material):

Contents of Response Cover Page

RFP title:	INVESTMENT LEGAL COUNSEL
RFP section:	Technical or Cost
<i>Closing date and time for submission of proposals: June 8, 2006, 2:00 pm.</i>	
Name, address, e-mail, and (voice) telephone number of firm submitting proposal	

Proposals must be addressed for this RFP to the point of contact identified in Section 1, *Single Point of Contact*.

Bidders' are to organize their proposals into five parts with a cover letter and other administrative information as follows:

Part I – Administrative	Cover page Cover Letter as described below Tax Certificate Table of Contents
Part II	Bidder Information
Part III	Technical Approach
Part IV	Bidder References
Part V (to be packaged separately)	Cost

The following subsections describe the required content of the bidder's proposal.

4.2 Bidder's Proposal Part I -Administrative Section

In addition to the cover page and table of contents, the items that need to appear in the Administrative Section of the proposal are described below.

4.2.1 Cover Letter

The response should contain a cover letter and introduction, including: the company name and address, and the name, e-mail address, and telephone number of the person or persons authorized to represent the respondent regarding all matters related to the response. The cover letter must contain the following statement:

"We have read the State's Request for Proposals (RFP) for Investment Legal Services and fully understand its intent. We certify that we have adequate personnel, equipment, and facilities to provide the State's requested services that we have indicated we can meet. We understand that our ability to meet the criteria and provide the required services shall be judged solely by the Office of the State Treasurer."

A person authorized to bind the firm to all commitments made in its response shall sign this letter.

In addition, the cover letter must certify that:

- The response is genuine, and is not collusive or a sham.
- The response is not made in the interest of or on the behalf of any person not named therein.
- The bidder has not directly or indirectly induced or solicited any person to submit a false or sham response or to refrain from submitting a proposal.
- The bidder has not in any manner sought by collusion to secure an advantage over any other respondent.
- The bidder has thoroughly examined the RFP requirements, and the proposed fees cover all the services that the State has requested.
- The bidder acknowledges and accepts all terms and conditions included in the RFP.
- The bidder agrees to provide services in a manner acceptable to the State, and as stipulated in the RFP and subsequent contract.

- The bidder and key professionals do not have or anticipate a potential conflict of interest with the Office of the State Treasurer or the Boards of Trustees of the three retirement systems.
- The bidder and key professionals do not accept fees and derive no benefit from relationships with any persons involved in the RFP.
- The bidder has completed and submitted, with the RFP response, the Vermont Tax Certificate, provided in this RFP.
- The bidder has submitted financial information. Publicly owned businesses agree to provide their most recent annual report, current balance and income statement, and D&B report. Privately owned businesses agree to provide company financials. Proprietary and/or confidential materials must be marked accordingly.

4.2.2 Tax Certificate

This certificate appears on page 3 of this RFP and must be completed and submitted with the response to the RFP.

4.3 Bidder's Proposal Part II – Bidder Information

4.3.1 Section 1 – General

In this section, the bidder shall provide basic information about its firm and staff, including the following:

- a. Name, address, e-mail address, and (voice) telephone number of contact person in the firm submitting the proposal and the location from which this project will be completed and managed
- b. Please provide a description of the ownership and structure of the firm, which includes the parent company and any affiliated companies and/or joint ventures.
- c. Are any near-term changes to the firm's corporate or organizational structure anticipated? If yes, please specify.
- d. Please list all office locations and the number of individuals working in each office. Please specify which office would be the primary relationship office.
- e. List the owners of the firm (from largest to smallest with respect to ownership) and their ownership percentages. Please include individuals and all other entities.
- f. Please list all principals of the firm and their backgrounds, credentials and certifications.
- g. Please provide the most recently completed audited financial statements for your firm.

4.3.2 Bidder Qualifications

To be considered for this assignment, please complete a statement of qualifications (no more than five single-spaced pages) with a minimum of the following information:

- 1) The name of the attorney who will act as "lead" and the name(s) of other attorney(s) who will be part of a support team on these matters, their areas of specialization, and the billing rates they would charge for the services outlined above.
- 2) A biography including the experience of the attorneys named above in advising:

- a) the fiduciaries of retirement plans (please indicate the general structure and size and by asset value of the plans, whether the plans were publicly or privately funded, and the type of issues on which advice was provided); and
 - b) governmental clients (please indicate the types of issues on which advice was provided).
- 3) A brief narrative describing the key strengths and qualifications of your firm and the attorneys that you believe would be best suited to meet the needs outlined above; and

4.4 Bidder's Proposal PART III – Technical Approach

This part of the bidder's proposal shall address the following:

- *Section 1 – Summary/Overview.* This should include a statement in the bidder's own words of the overall nature of the services requested in this RFP and a narrative of how it will provide the requested services identified in the RFP. The narrative should address all services outlined in the "Scope of Services" and should be prepared simply and economically, providing a straightforward and concise description of the bidder's philosophy, services and qualifications.
 - *Section 2 – Questions.* Please provide a full and concise response to the following questions.
- 1) Briefly describe your firm's background, size, and history only as they are pertinent to the services outlined above.
 - 2) Has your firm or an attorney in your firm's employ ever been disciplined or censured by any regulatory body? If so, describe the principle facts.
 - 3) Within the last five years, has your firm, or an attorney in your firm's employ, been involved in litigation or other legal proceedings relating to their provision of legal services? If so, provide an explanation and indicate the current status or disposition.
 - 4) List and describe any professional or personal relationships attorneys with your firm have had with the State of Vermont Retirement Systems' boards or staff during the past three years.
 - 5) Identify all public sector clients who have terminated their working relationship with your firm in the past three years and a brief statement of your understanding of the reasons for doing so. Provide contact information for a responsible party (e.g., staff or board member) with each such client.
 - 6) Describe the levels of coverage for legal malpractice insurance and any professional liability insurance your firm carries. List the insurance carriers.
 - 7) Please provide details as to the nature (including coverage limitations) and amounts of your firm's professional liability insurance
 - 8) If your firm believes that a conflict of interest may arise as a result of representing the VPIC, Office of the State Treasurer and/or the Office of the Attorney General, please describe the nature of the conflict. In addition, given the fact that conflicts of interest typically arise during the course of most continuous legal representation, please describe how you or your firm would handle a request to represent a party whose interest may be in conflict with the interest of the above parties. Specifically, in your practice, do you represent or have you represented: (a) any public

employees in proceedings before or against retirement boards whose funds are invested by VPIC; or (b) any individual who has brought suit against the State of Vermont, or any of its departments, officers, or agents, or (c) any vendors who provide or are proposing to provide services to retirement boards or VPIC. If so, please comment on whether such representation may give rise to potential conflicts.

- *Section 3 – Proposed Value-Added Options* – The State will consider any option proposed by the bidder as a value-added option that will substantially reduce costs, and improve efficiency of operations. This Section is optional (but desirable) in the bidder’s proposal.
- *Section 4 – Assumptions and Exceptions* – Identification of all assumptions that the bidder made in preparing its proposal as well as any exceptions that the bidder takes with regard to the requirements expressed in the RFP. This section must contain a list of **all** assumptions and exceptions, with a cross-reference to the specific section of the RFP to which the assumption or exception applies.

4.5 Bidder’s Proposal PART IV – Bidder References

The bidder shall provide a minimum of three (3) references. At least two must be for public sector clients. For each reference, the bidder must include the name, address, e-mail address, and telephone numbers of individuals qualified to provide information from both the management and technical viewpoints. For each reference, the bidder must specify:

- The length of time during which services were performed;
- A description of the specific services provided.

4.6 Bidder’s Proposal Part V – Cost

The bidder must provide two cost proposals.

1. An all inclusive, flat fee, incorporating all expenses for the services outlined in this RFP. In addition, the bidder shall fully describe any assumptions used in deriving the fixed price. Bidder cost proposals shall be presented in sufficient clarity and detail to enable the State to validate the costs. If a service is optional, non-routine or would otherwise be outside the scope of the services, they may be stated separately either as a flat fee or hourly rate.
2. The bidder must provide a fee schedule for each of the service models described in Section 2.2, and for each year of the contract period.

The format of the cost presentation is as follows. The State of Vermont reserves the right to select what it considers to most favorable:

All-Inclusive, Flat Fee Proposal

(Provide an explanation of services and assumptions incorporated in this fee):

Provide a fee for each	YEAR 1:	YEAR 2:	Optional Year 3:	Optional Year 4:
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For each year:

All-Inclusive Flat Fee – Per year not to exceed: \$ _____

All-Inclusive Flat Fee – Per hour of: \$_____ with a ceiling of \$_____

Additional Fees:

Please provide a fee quote for any services (if any) that would not be covered in the fees proposed in part 1 above. Please state as flat fees or hourly rates. Flat fees and/or hourly rates must be all inclusive of all administrative, travel, labor and incidental costs.

This section should also include any estimated fee for attending additional VPIC meetings in excess of the four stated in this RFP.

- | | |
|----------------------|----------|
| ▪ Service _____ | \$ _____ |
| ▪ Service _____ | \$ _____ |
| ▪ Service _____ | \$ _____ |
| ▪ Extra Travel _____ | \$ _____ |

Additional Information:

Please provide any additional information that may assist us in more clearly understanding your proposed fee.

NOTE: This part of the proposal must be bound separately and sealed in an envelope separate from the technical proposal and be labeled “Cost Proposal.” Cost information is NOT to be provided in any other part of the bidder’s proposal.

4.7 Bidder’s Proposal – Selection Criteria

The selection of the firm to provide the legal services outlined above will be based upon the following criteria:

- Experience of the firm in serving as investment counsel to pension plans, with special consideration given to relevant experience with government pension plans and in situations, public or private, involving related litigation.
- Qualifications of personnel including the experience and availability of the lead attorney and the breadth and depth of other supporting professionals providing the services.
- Client relations and excellent customer service record as evidenced by references from current and former clients.
- Projected costs based on rates quoted.

ATTACHMENT A – STANDARD CONTRACT PROVISIONS

STATE OF VERMONT

STANDARD CONTRACT FOR PERSONAL SERVICES

1. Parties: This is a contract for personal services between the State of Vermont _____ (hereafter called “State”), and _____ with _____ principal place of business in _____ (hereafter called “Contractor”).

Contractor’s form of business organization is _____.

Contractor (is/is not) required by law to have a Business Account Number from the Vermont Department of Taxes. Account Number is (#_____/not required by law).

2. Subject Matter: The subject matter of this contract is personal services generally on the subject of _____. Detailed services to be provided by the Contractor are described in ATTACHMENT A (below).

3. Maximum Amount: In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in ATTACHMENT B, a sum not to exceed \$_____.00.

4. Contract Term: The period of Contractor’s performance shall begin on _____, 20____, and end on _____, 20____, not to exceed one year.

5. Prior Approvals: If approval by the Attorney General’s Office or the Secretary of Administration is required (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by either or both such persons.

-Approval by the Attorney General’s Office is required.

-Approval by the Secretary of Administration is required.

6. Amendment: No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, and numbered and signed by the duly authorized representative of the State and Contractor.

7. Cancellation: This contract may be canceled by either party by giving written notice at least ____ days in advance of the proposed cancellation date.

8. Attachments: This contract consists of ____ pages including the following attachments, which are incorporated herein:

Attachment A – Specifications of Work to be Performed

Attachment B – Payment Provisions

Attachment C – “Customary State Contract Provisions” (revision date 2/95).

Attachment D – Standards of Conduct Policy

Attachment E – Additional Provisions

Contract # _____

WE, THE UNDERSIGNED PARTIES, AGREE TO BE BOUND BY THIS CONTRACT.

by the STATE OF VERMONT:

by the CONTRACTOR:

Date: _____

Date: _____

Signature: _____

Signature: _____

Name/Title: _____

Name/Title: _____

Agency: _____

Fed ID/S. Sec# _____

STATE OF VERMONT
CONTRACT FOR PERSONAL SERVICES

ATTACHMENT A
SPECIFICATIONS OF WORK TO BE PERFORMED

(Insert Attachment A)

STATE OF VERMONT
CONTRACT FOR PERSONAL SERVICES

ATTACHMENT B
PAYMENT PROVISIONS

(Insert Attachment B)

STATE OF VERMONT
CONTRACT FOR PERSONAL SERVICES

ATTACHMENT C
CUSTOMARY STATE CONTRACT PROVISIONS

1. Entire Agreement: This contract represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
2. Applicable Law: This contract shall be governed by the laws of the State of Vermont.
3. Appropriations: If this contract extends into more than one fiscal year of the State (July 1 to June 30) and if appropriations are insufficient to support this contract, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriations authority.

4. No Employee Benefits for the Contractor: The Contractor understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation and sick leave, worker's compensation, or other benefits or services available to State employees, nor will the State withhold any State or Federal taxes. The Contractor understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including, but not limited to, income, withholding, sales and use, and rooms and meals, must be filed by the Contractor, and information as to contract income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

5. Independence, Liability: The Contractor will act in an independent capacity and not as officers or employees of the State. The Contractor shall indemnify, defend, and hold harmless the State and its officers and employees from liability and any claims, suits, judgments, and damages arising as a result of the Contractor's acts and/or omissions in the performance of this contract.

Insurance: Before commencing work on this contract, the Contractor must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Contractor to maintain current certificates of insurance on file with the State through the term of the contract.

Worker's Compensation: With respect to all operations performed, the Contractor shall carry worker's compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the Contractor shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations
Independent Contractor's Protective
Products and Completed Operations
Personal Injury Liability
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence
\$1,000,000 General Aggregate
\$1,000,000 Products/Completed Products Aggregate
\$50,000 Fire Legal Liability
\$1,000,000 Errors and Omissions per occurrence

The policy must cover the loss, damage, theft, or destruction of documents that may occur during the period when Contractor is in possession of the documents, and must provide first dollar coverage (i.e., no deductible) for actual replacement costs (State or Contractor staff time to reconstruct folders). The State has determined that the cost to replace a lost file is \$1,000.

Automotive Liability: The Contractor shall carry automotive liability insurance covering all motor vehicles, no matter the ownership status, used in connection with the contract. Limits of coverage shall not be less than \$1,000,000 Combined Single Limit.

No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Contractor for the Contractor's operations. These are solely minimums that have been set to protect the interests of the State.

7. Reliance by the State on Representations: All payments by the State under this contract will be made in reliance upon the accuracy of all prior written representations by the Contractor, including but not limited to bills, invoices, progress reports, and other proofs of work.

8. Records Available for Audit: The Contractor will maintain all books, documents, payrolls, papers, accounting records, and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of this contract and for three years thereafter for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this contract.

9. Fair Employment Practices and Americans with Disabilities Act: The Contractor agrees to comply with the requirements of Title 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Contractor shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Contractor under this contract. Contractor further agrees to include this provision in all subcontracts.

10. Set Off: The State may set off any sums that the Contractor owes the State against any sums due the Contractor under this contract; provided, however, that any set-off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

11. Taxes Due to the State:

a. Contractor understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, and corporate and/or personal income tax on income earned within the State.

b. Contractor certifies under the pains and penalties of perjury that, as of the date the contract is signed, the Contractor is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

c. Contractor understands that final payment under this contract may be withheld if the Commissioner of Taxes determines that the Contractor is not in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due to the State of Vermont.

d. Contractor also understands the State may set off taxes (and related penalties, interest, and fees) due to the State of Vermont, but only if the Contractor has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Contractor has no further legal recourse to contest the amounts due.

12. Child Support: (Applicable if the Contractor is a natural person, not a corporation or partnership.) Contractor states that, as of the date the contract is signed, he/she:

is not under any obligation to pay child support; or

is under such an obligation and is in good standing with respect to that obligation; or

has agreed to a payment plan with the Office of Child Support Services and is in full compliance with that plan.

Contractor makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Contractor is a resident of Vermont, Contractor makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

13. Subcontractors: Contractor shall not assign or subcontract the performance of this agreement or any portion thereof to any other contractor without prior written approval of the State. Contractor also agrees to include in all subcontract agreements a tax certification in accordance with Paragraph 11 above.

14. No Gifts or Gratuities: Contractor shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this contract. Contractor will certify that it is in compliance with Regulation 2001-01: Standards of Conduct, and will notify the State of any required disclosure. See Attachment D.

15. Copies: All written reports will be printed using both sides of the paper.

Notwithstanding any other provision in this contract, the parties understand that this contract is a public record.

STATE OF VERMONT
CONTRACT FOR PERSONAL SERVICES

ATTACHMENT D
STANDARDS OF CONDUCT POLICY

REGULATION 2001-01: STANDARDS OF CONDUCT

STATE TEACHERS' RETIREMENT SYSTEM OF VERMONT
VERMONT STATE RETIREMENT SYSTEM
VERMONT MUNICIPAL EMPLOYEES' RETIREMENT SYSTEM

§1. STATEMENT OF PURPOSE

A. The Boards of Trustees of the State Teachers' Retirement System of Vermont, the Vermont State Retirement System, and the Vermont Municipal Employees' Retirement System are entrusted with the investment of public pension funds of the retirement Systems and are obligated to safeguard the funds for the benefit of members and beneficiaries. The Trustees are obligated to administer the Systems efficiently and effectively in the interests of the plans' members and beneficiaries so as to avoid waste, mismanagement, abuse, and misuse of influence. The Trustees of these public pension Systems have a duty to administer and provide benefits in a responsible manner without causing an undue burden on their members or Vermont taxpayers.

B. Trustees and employees of the Boards must maintain high ethical and moral standards both professionally and personally in order to maintain and promote public confidence in the integrity of the decisions of the Boards of Trustees relating to administration of the plans and investment of the Systems' assets. The ability to carry out these responsibilities may be impaired whenever a real or apparent conflict of interest exists between the private interest of a Trustee or Board employee and his or her official responsibilities.

C. In recognition and consideration of their responsibilities and obligations as Trustees and to further the goal of protection of the Systems' members, beneficiaries, Trustees and employees from the damage

that could result from real or apparent conflicts of interest, the following Standards of Conduct are hereby adopted to assist and guide Trustees and Board employees in the exercise of professional and moral judgment.

D. This regulation is intended to implement the standards of conduct provisions of 3 V.S.A. §472(d); 16 V.S.A. §1943(d); and 24 V.S.A. §5063(e).

§2. AUTHORITY

This regulation is adopted pursuant to 3 V.S.A. §471(d) and §472(d); 16 V.S.A. §1942(f) and §1943(d); and 24 V.S.A. §5062(d).

§3. APPLICABILITY

A. These standards of conduct shall apply to the Trustees of the State Teachers' Retirement System of Vermont, the Vermont State Retirement System, and the Vermont Municipal Employees' Retirement System.

B. These standards shall apply to employees of the Boards of Trustees.

C. These Standards of Conduct are intended to supplement, and not to replace, other state and federal laws. Where this code is less restrictive than another law, executive order, or regulation that applies to the conduct and activities of Trustees and employees of the Boards, such other stricter terms shall apply. Where this code is more restrictive than any other applicable law, executive order or regulation, the stricter standards of this code shall apply.

§4. DEFINITIONS

For the purposes of these standards of conduct, the following words have the following meanings:

A. "Benefit" means any gain, favor, profit, reward, value, accommodation or other advantage, including a benefit to any other person in whose welfare the beneficiary is interested.

B. "Conflict of Interest" means any personal or financial interest of a Trustee, or such an interest, known to the Trustee, of a member of his or her immediate family, household member, or business associate in the outcome of any particular matter pending before the Board. A conflict of interest includes, but is not limited to, those defined in subsection 5.

C. "Employee of the Boards" means a person employed by a Board or Boards of Trustees. Employees of the Vermont State Treasurer's Office shall not be considered employees of the Boards.

D. "Gift" means any form of compensation or anything of value, tangible or intangible, and includes, but is not limited to, meals, alcoholic beverages, travel fare, room and board, gratuities, entertainment, cash, goods or services.

E. "Interest" means any personal or financial interest except an interest that is incidental to the person's membership in the System or participation in a plan administered by the System that is no greater than that of other persons generally affected by the outcome of the matter.

F. "Potential Vendor" means any Vendor that has bid on a System contract and any Vendor that is in the business of providing goods or services of the type routinely purchased by the System, whether or not

it has bid on a System contract, including but not limited to administrative, investment, financial, banking, and consulting services.

G. "Systems" means the State Teachers' Retirement System of Vermont, the Vermont State Retirement System, and the Vermont Municipal Employees' Retirement System.

H. "Trustee" means any person who serves as a Trustee or any person who serves as the designee of an ex-officio Trustee or as an alternate to a Trustee of any of the Systems.

I. "Vendor" means a natural person, a corporation, a partnership, an association, a joint-stock company, a trust, an unincorporated organization, a limited liability company, or a limited liability partnership that performs services for the Systems for direct or indirect compensation. The term includes affiliated entities and trade organizations.

§5. PROHIBITED CONDUCT: CONFLICTS OF INTEREST

The following conduct by a Trustee or an employee of the Boards creates either an actual or potential conflict of interest or the appearance of a conflict of interest and is prohibited:

A. Solicitation or acceptance of a gift or benefit from any Vendor or potential Vendor except in accordance with Section 9(A).

B. Solicitation or acceptance of a gift or benefit from any person or entity with a personal or financial interest in the outcome of a particular matter pending before the Board.

C. The purchase, sale, exchange, or lease of property to or from the System which he or she serves.

D. Acting upon or providing to any person any information relating to the investment of the System's assets prior to that information becoming public record.

E. Acceptance of a fee, gift or other benefit for providing information relating to the System and its assets, obtained as a Trustee or employee of the Boards, whether insider or otherwise, to any other person.

F. Participation in any breach of fiduciary duty by another person subject to this code, participation in concealing such breach, or knowingly or negligently permitting such breach to occur.

G. Participation in a violation of these Standards of Conduct by another person subject to this code, participation in concealing such violation, or knowingly or negligently permitting such violation to occur.

H. Acceptance of money, gifts or benefits in connection with any campaign for public office from any Vendor or potential Vendor of the System which the Trustee or employee serves.

I. Any direct interest in the gains or profits of any investment made by the Board.

J. Direct or indirect use of the gains or profits of any investments made by the Board, for himself or as an agent, for any purpose except to make current and necessary payments as are authorized by the Board.

K. Becoming an endorser or surety, or in any manner an obligor, for money loaned to or borrowed from the Board.

§6. Disclosure

A. A Trustee shall disclose to the Board for the System which he or she serves all actual or potential conflicts of interest and appearances of a conflict of interest as soon as such actual or potential conflict or appearance of a conflict becomes known.

B. Employees of a Board shall disclose all actual and potential conflicts of interest and appearances of a conflict of interest to the Board as soon as such actual or potential conflict or appearance of a conflict becomes known.

§7. RECUSAL

No Trustee shall knowingly participate in a decision or action by the Board in which he or she has an actual or potential conflict of interest.

§8. TRAVEL, CONFERENCES AND MEETINGS

A. The reasonable and necessary expenses of travel, lodging, meals, and incidentals for a Trustee or employee of a Board traveling on behalf of a Board, or in his or her capacity as a Trustee or employee, or because of his or her position as a Trustee or employee, shall be paid by the System if approved prior to the travel by the Board which the Trustee or employee serves. The agenda, written materials pertaining to the event, when available, an estimate of the cost of the trip and the names of all sponsors of the event to be attended shall be provided to the Board at the time approval is requested. If approval is granted, the Trustee or employee shall report to the Board, at the next scheduled meeting that he or she attends, on the content of the event and whether a Vendor or potential Vendor attempted to pay any expenses of the Trustee or employee or sponsored any function or event in which the Trustee or employee participated.

B. All expenses related to the travel of a spouse, family or household member, or other invitee of a Trustee, shall be paid by the Trustee or invitee. Nothing in this policy is intended to limit or restrict travel to, and attendance at, an event by a Trustee or employee when attendance is in a capacity other than as a Trustee or employee and is related to his or her employment, position, membership or affiliation with another organization or entity. When traveling in a capacity other than as Trustee, a Trustee or employee shall not solicit or receive any gift including meals, alcoholic beverages, travel fare, room and board, or any other thing of value from a vendor or potential Vendor of services to the System except in accordance with Section 9(A).

§9. GIFTS AND GRATUITIES

A. All Trustees and Employees of the Boards shall refuse to accept any gift that is received from or offered by a Vendor or potential Vendor except for the following:

1. Items or products of de minimus value of \$10.00 or less;
2. Items or products donated by a Vendor or potential Vendor and awarded at a conference attended by a Trustee as long as they are offered to participants on a random basis through a drawing, raffle or game of chance and have a value of \$100.00 or less. Any item accepted under this provision with a value of greater than \$25.00 shall be reported by the Trustee pursuant to section 9(B).
3. Food or refreshment offered during a conference that appears on the conference agenda, is an integral part of the conference agenda and is offered to all in attendance at the conference and taken in a group setting.

B. A Trustee or Employee of the Boards who receives any item or product from a Vendor or potential Vendor of more than de minimus value shall report the following to the State Treasurer's Office: a description of the product, the date of receipt, the identity of the sender or donor, the item's approximate value, and the disposition of the item by the Trustee or employee. If the item is not perishable, the item shall be promptly returned to the sender. All perishable items shall be donated to a suitable charity or placed in a publicly accessible area for general enjoyment.

C. The State Treasurer's Office shall record the information specified in section 9(B) for public inspection.

§10. INITIATION OR CONTINUATION OF CONTRACTUAL RELATIONSHIP

A. From the time a Board of Trustees has decided to obtain bids or proposals for goods or services, or from the time a Board has under consideration the decision to renew an existing contract, and until a final contract is approved:

1. No Trustee shall have any direct or indirect communication about the bid or proposal with any Vendor or potential Vendor seeking such new or continued contractual relationship with the System except at an open meeting of the Board or an authorized subcommittee of the Board.

2. An Employee of the Board shall limit his or her direct or indirect communication about the bid or proposal with any Vendor or potential Vendor during this time period to that necessary for administration of existing contracts or in connection with administration of the bid or proposal process. All communications shall be documented by the Employee and maintained as a record of the Office of the State Treasurer.

3. A Trustee who receives any direct or indirect communication outside of a meeting of the Board or an authorized subcommittee of the Board with any Vendor or potential Vendor seeking a new or continued contractual relationship with the System shall notify the Board of the communication prior to the Board's final approval of a contract.

B. A Board of Trustees shall require that all Vendors or potential Vendors seeking a new or continued contractual relationship with the System give written disclosure to the Board of all communications or contacts with any Trustees or Employee in the preceding year and any expenditures relating to those communications or contacts. Disclosure will be required before final interviews by the Board or, if there are no final interviews, before approval of a final contract.

C. A Board of Trustees may disqualify a Vendor or potential Vendor from ongoing business or potential business for any communication contrary to the provisions of this section, for attempting to pay any expenses of a Trustee or employee contrary to section 8(A), or for any other conduct having the potential to create a conflict of interest or to cause a breach of fiduciary duty.

D. This regulation shall be included as an attachment to all requests for proposals, bidding documents and contracts of the Boards. The Boards shall require all consultants who conduct manager searches or other vendor searches on behalf of the Boards to provide a copy of this policy to all vendors or potential vendors during the search process.

§11. SANCTIONS

A. A Board of Trustees may take such actions it deems appropriate if a Trustee of the Board fails to comply with the provisions of this rule including, but not limited to:

1. A recommendation that a Trustee refrain from participation and voting in a matter or matters pending before the Board.
2. A recommendation that a Trustee repay or return any gift or benefit received by a Trustee from a Vendor or potential Vendor.
3. A recommendation that a Trustee refrain from particular actions that the Board determines constitute an actual or potential conflict and are detrimental to public confidence in the system's integrity.

B. A Board of Trustees may take appropriate disciplinary action, up to and including dismissal, if an Employee of the Board fails to comply with the provisions of this rule.

Effective Date: July 18, 2001

STATE OF VERMONT
CONTRACT FOR PERSONAL SERVICES

ATTACHMENT E
ADDITIONAL PROVISIONS

A. **Identity of Workers.** The Contractor shall assign the following individuals to the services to be performed under the provisions of this contract, and these individuals shall be considered essential to performance: . Should any of the individuals become unavailable during the period of performance, the State shall have the right to approve any propose successors, or, at its option, to cancel the remainder of the contract.

B. **Work Product Ownership.** Upon full payment by the State, all products of the Contractor's work, including outlines, reports, research, memoranda, contracts, written opinions and similar documents shall become the sole property of the State.

C. **Prior Approval/Review of Releases.** Any notices, information, press releases, or similar other publications prepared and released in written or oral form by the Contractor under this contract shall be approved/ reviewed by the State in advance of release.

D. **Legal Services.** Contractor will be providing legal services under this contract. Contractor agrees that during the term of the contract he or she will not represent anyone in a matter, proceeding, or lawsuit against the State of Vermont or any of its agencies or instrumentalities. After termination of this contract, Contractor also agrees that he or she will not represent anyone in a matter, proceeding, or lawsuit substantially related to this contract.

E. **Professional Liability Insurance.** Before commencing work on this contract and throughout the term of this contract, Contractor shall procure and maintain professional liability insurance for any and all services performed under this contract, with minimum coverage of \$_____ per occurrence.

- End RFP -